

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

| | | | |
|---|-------------------------------------|--|--|
| SOLICITATION, OFFER, AND AWARD Architect of the Capitol | | 1. REQUISITION NO. GA 080053 | 2. PROJECT NO. |
| 3. CONTRACT NUMBER | 4. SOLICITATION NUMBER RFP080020 | 5. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 6. TITLE: AC06002, Arc Flash Labeling of Elect. Dist. Sys. 7. DATE ISSUED: 04/17/2008 |
| 8. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515 | | 9. ADDRESS OFFER TO (If other than Item 8) | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

10. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 9 on 05/17/2008 at 1:00pm (local time).

CAUTION - LATE Submissions, Modifications, and Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

11. FOR INFORMATION CALL: Ryan Kirkwood

TELEPHONE NO.(NO COLLECT CALLS) 202-226-1947

12. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-------------------|------|---------------------------------------|---------|---|------|---|---------|
| PART I - SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 22-35 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2-6 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 7-13 | X | J | LIST OF ATTACHMENTS | 36 |
| | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 15 | X | K | REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 37-41 |
| X | F | DELIVERIES OR PERFORMANCE | 16 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 42-46 |
| X | G | CONTRACT ADMINISTRATION DATA | 17-20 | X | M | EVALUATION FACTORS FOR AWARD | 47-48 |
| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: Item 13 does not apply if the solicitation includes the provision titled Minimum Bid Acceptance Period.

13. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ CALENDAR days (60 CALENDAR days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|---------------------|---------------------|---------------------|------------------|
| 14. DISCOUNT FOR PROMPT PAYMENT | 10 CALENDAR DAYS(%) | 20 CALENDAR DAYS(%) | 30 CALENDAR DAYS(%) | CALENDAR DAYS(%) |
| 15. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |

| | | | | | |
|----------------------------------|--------|------|--|---|----------------|
| 16A. NAME AND ADDRESS OF OFFEROR | | | CODE | 17. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) | |
| 16B. TELEPHONE NUMBER | | | 16C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN | 18. SIGNATURE | 19. OFFER DATE |
| AREA CODE | NUMBER | EXT. | | | |

AWARD (To be completed by Government)

| | | | |
|---|-----------------------------------|--|----------------|
| 20. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: | 21. ACCEPTED AS TO ITEMS NUMBERED | 22. SUBMIT INVOICES VIA FAX FOR PAYMENT TO: | 23. AMOUNT |
| 24. NAME OF CONTRACTING OFFICER (Type or print) Ryan I. Kirkwood | | 25. UNITED STATES OF AMERICA BY _____ (Signature of the Contracting Officer) | 26. AWARD DATE |

Section B - Supplies or Services and Prices/Costs

BASE

| Number | Commodity Name | Quantity | Unit of Issue | Unit Price (\$) | Total Cost (\$, Inc. disc) |
|--------|--|--------------|---------------|-----------------|----------------------------|
| 1 | Jefferson, Library of Congress - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 2 | Jefferson, Library of Congress - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 3 | Jefferson, Library of Congress - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 4 | Jefferson, Library of Congress - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 5 | Jefferson, Library of Congress - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 6 | United States Capitol - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 7 | United States Capitol - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 8 | United States Capitol - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 9 | United States Capitol - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 10 | United States Capitol - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 11 | Capitol Police Headquarters - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 12 | Capitol Police Headquarters - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |

| | | | | | |
|----|--|--------------|----|----|----|
| | Description: | | | | |
| 13 | Capitol Police Headquarters - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 14 | Capitol Police Headquarters - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 15 | Capitol Police Headquarters - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 16 | Option 1 - Madison, Library of Congress - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 17 | Option 1 - Madison, Library of Congress - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 18 | Option 1 - Madison, Library of Congress - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 19 | Option 1 - Madison, Library of Congress - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 20 | Option 1 - Madison, Library of Congress - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 21 | Option 2 - Capitol Visitor Center - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 22 | Option 2 - Capitol Visitor Center - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 23 | Option 2 - Capitol Visitor Center - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 24 | Option 2 - Capitol Visitor Center - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |

| | | | | | |
|----|---|--------------|----|----|----|
| 25 | Option 2 - Capitol Visitor Center - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 26 | Option 3 - Botanic Garden Conservatory - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 27 | Option 3 - Botanic Garden Conservatory - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 28 | Option 3 - Botanic Garden Conservatory - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 29 | Option 3 - Botanic Garden Conservatory - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 30 | Option 3 - Botanic Garden Conservatory - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 31 | Option 4 - Botanic Garden Blue Plains Facility - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 32 | Option 4 - Botanic Garden Blue Plains Facility - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 33 | Option 4 - Botanic Garden Blue Plains Facility - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 34 | Option 4 - Botanic Garden Blue Plains Facility - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 35 | Option 4 - Botanic Garden Blue Plains Facility - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |

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|----|--|--------------|----|----|----|
| | Description: | | | | |
| 36 | Option 5 - Supreme Court - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 37 | Option 5 - Supreme Court - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 38 | Option 5 - Supreme Court - Coordination Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 39 | Option 5 - Supreme Court - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 40 | Option 5 - Supreme Court - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 41 | Option 6 - 501 First Street House Page Dormitory - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 42 | Option 6 - 501 First Street House Page Dormitory - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 43 | Option 6 - 501 First Street House Page Dormitory - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 44 | Option 6 - 501 First Street House Page Dormitory - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 45 | Option 7 - Daniel Webster Senate Page Dormitory - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 46 | Option 7 - Daniel Webster Senate Page Dormitory - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 47 | Option 7 - Daniel Webster Senate Page Dormitory - | Total : 1.00 | LT | \$ | \$ |

| | | | | | |
|----|--|--------------|----|----|----|
| | Arc Flash Report | | | | |
| | Description: | | | | |
| 48 | Option 7 - Daniel Webster Senate Page Dormitory - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 49 | Option 8 - Senate Child Care Center - Revised Single Line Diagram | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 50 | Option 8 - Senate Child Care Center - Short Circuit Study | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 51 | Option 8 - Senate Child Care Center - Arc Flash Report | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |
| 52 | Option 8 - Senate Child Care Center - Arc Flash Labels | Total : 1.00 | LT | \$ | \$ |
| | Description: | | | | |

| | | | | |
|-------------------------|--|--|--|----|
| Lump-Sum Price for Base | | | | \$ |
|-------------------------|--|--|--|----|

Section C - Description/Specifications/Statement of Work

C.1

STATEMENT OF WORK

A. Background: Project: Arc Flash Labeling of Electrical Distribution Equipment
Project No.: AC06002

1. This is a firm fixed price services contract to provide an Arc Flash Hazard Analysis and arc flash labels for Government owned and operated electrical power distribution equipment for the Capitol Complex. The legislative building equipment to be labeled under this contract is: medium voltage primary switchgear (15 kV Class), 15 kV to 480V or 208V networked transformers, secondary low voltage switchgear, automatic transfer switches, and generators.

2. This is a one-year contract. The Government intends to initially award the Base Bid for three buildings and subsequently award all of the Options. All work (the Base Bid and Options) shall be completed at the end of one year.

B. Current Conditions:

1. The electrical distribution system for Legislative buildings is typically served by multiple feeders from the local utility company to Government owned primary switchgear (15 kV Class) and networked transformers. The secondary distribution is from Government owned low voltage distribution switchgear/switchboards at either the 208 volt or 480 volt level with draw-out type circuit breakers that range in size from 600 amps to 4000 amps.

2. There are three buildings that do not have primary switchgear or networked transformers and receive power from the local utility company at the 480 volt level. These buildings are the Capitol Police Headquarters, Botanic Garden Conservatory (Option 3), and Botanic Garden Blue Plains Facility (Option 4). The secondary distribution for these buildings is from Government owned low voltage distribution switchgear/switchboards at the 480 volt level with draw-out type circuit breakers that range in size from 600 amps to 2000 amps.

3. There are three buildings that do not have primary switchgear, networked transformers, or low voltage distribution switchgear/switchboards. They receive power from the local utility company at the 120/208 volt level. These buildings are the 501 First Street House Page Dormitory (Option 6), Daniel Webster Senate Page Dormitory (Option 7), and Senate Child Care Center (Option 8). The secondary distribution system is by Government owned main distribution panels with molded case circuit breakers.

4. Emergency power is supplied by Government owned low voltage generators ranging in size from 100 kW to 1250 kW. There are automatic transfer switches ranging from 20 amps to 1000 amps for 120/208 volt and 277/480 volt systems. The Capitol Visitor Center has four 2000 kW generators which operate at the 15 kV class level and are interconnected with paralleling switchgear.

5. Single line diagram(s) are available for all of the primary and secondary equipment for all of the buildings. Information on cable sizes, types, and lengths between electrical equipment components is not available. This information will be determined by the Contractor during field visits.

6. Utility source data for all of the buildings is available and will be provided to the Contractor.

7. Nameplate data for the electrical components (e.g., transformers, medium voltage switchgear, low voltage

switchboards, etc.) is available and will be provided to the Contractor.

8. The equipment to be labeled is:

a. Library of Congress, Jefferson Building

- 1) 15 kV Primary switchgear: 1
- 2) 15 kV Draw-out type circuit breakers: 3
- 3) 15 kV to 208V networked 500 kVA transformers: 9
- 4) Low voltage switchgear: 3
- 5) Low voltage draw-out type circuit breakers: 40
- 6) Generators: 1
- 7) Automatic transfer switches: 21

b. United States Capitol

- 1) 15 kV Primary switchgear: 1
- 2) 15 kV Draw-out type circuit breakers: 9
- 3) 15 kV to 480V networked 750 kVA transformers: 12
- 4) Low voltage switchgear: 4
- 5) Low voltage draw-out type circuit breakers: 57
- 6) Generators: 2
- 7) Automatic transfer switches: 40

c. Capitol Police Headquarters

- 1) Low voltage switchgear: 1
- 2) Low voltage draw-out type circuit breakers: 14
- 3) Generators: 1
- 4) Automatic transfer switches: 5

9. The contract will also include additional buildings as an option to the contract:

a. Option 1 - Library of Congress, Madison Building

- 1) 15 kV Primary switchgear: 1
- 2) 15 kV Draw out-type circuit breakers: 8
- 3) 15 kV to 480V networked 1000 kVA transformers: 16
- 4) Low voltage switchgear: 4
- 5) Low voltage draw-out type circuit breakers: 48
- 6) Generators: 4
- 7) Automatic transfer switches: 16

b. Option 2 - Capitol Visitor Center

- 1) 15 kV Emergency Paralleling Switchgear: 1
- 2) 15 kV Draw out type circuit breakers: 10
- 3) 15 kV to 480V networked 1000 kVA transformers: 12
- 4) Low voltage 480Vswitchgear: 6
- 5) Low voltage draw-out type circuit breakers: 90
- 6) Generators: 4
- 7) Automatic transfer switches: 11

c. Option 3 - Botanic Garden Conservatory

- 1) Low voltage switchgear: 1
- 2) Low voltage draw-out type circuit breakers: 13
- 3) Generator: 1
- 4) Automatic transfer switches: 2

d. Option 4 - Botanic Garden Blue Plains Facility

- 1) Low voltage switchgear: 1
- 2) Low voltage draw-out type circuit breakers: 1
- 3) Generators: 1
- 4) Automatic transfer switches: 1

e. Option 5 - Supreme Court

- 1) 480V Emergency Paralleling Switchgear: 1
- 2) 480V Draw out type circuit breakers: 5
- 3) 480V to 208V 1000 kVA transformers: 2
- 4) 15 kV Primary switchgear: 1
- 5) 15 kV Draw out type circuit breakers: 9
- 6) 15 kV to 208V networked 500 kVA transformers: 6
- 7) Low voltage switchgear: 2
- 8) Low voltage draw-out type circuit breakers: 33
- 9) Generators: 3
- 10) Automatic transfer switches: 4

f. Option 6 - 501 First Street, House Page Dormitory

- 1) 1200 amps, 120/208V Main Distribution Panel: 1

g. Option 7 - Daniel Webster Senate Page Dormitory

- 1) 800 amps, 120/208V Main Distribution Panel: 1

h. Option 8 - Senate Child Care Center

- 1) 800 amps, 120/208V Main Distribution Panel: 1

C. Qualifications:

1. The studies shall be performed using the latest version of an industry recognized computer software program specifically designed for such applications as short circuit and arc flash hazard analysis.

D. Project Scope:

1. The analysis to be performed is to provide safe working conditions in and around electrical equipment and to ensure that equipment is in compliance with the following codes or standards:

- a. NFPA 70: National Electric Code, Section 110.16 Flash Protection
- b. NFPA 70E: Standard for Electrical Safety in the Workplace

2. The analysis is to be performed on the building's primary switchgear (if Government owned), the building's main 480 volt or 120 volt switchgear (or on the main distribution panels for options 6, 7, and 8), emergency generators, emergency switchgear, and automatic transfer switches. The analysis does not include electrical equipment downstream of the building's main 480 volt or 120 volt switchgear (such as main distribution panelboards, motor control centers, panelboards, etc.).

3. Site visits by the Contractor will be required to gather additional information not available on the Government provided single line diagram(s) (cable impedance or length, cable type, size, number, etc.). The Government will provide qualified persons to allow access to the equipment and to assist in the removing and replacing equipment covers as necessary.

4. Using the single line diagram(s) provided by the Government and data from field investigations, develop revised single line diagram(s) in Microstation CAD format. The revised single line diagram(s) shall include such information as:

a. Nameplate data for electrical components.

b. Cable sizes, cable type, and lengths between electrical equipment components.

c. Utility Source Data

5. Set up a computer model of the electrical system suitable for short circuit, coordination and arc flash hazard analysis. The model shall be based upon data collected and the revised single line diagram(s).

6. Short Circuit Study is to be performed in accordance with IEEE “Recommended Practices for Electric Power Distribution for Industrial Plants,” Standard 141 (Red Book). The purpose of this study is to determine the levels of current that will flow during a fault. After the Short Circuit Study is complete, alert AOC Electrical Engineering Branch when an over current protection device is operating ‘Out of Duty’ (cannot handle the available fault current and will experience a through fault situation).

7. Coordination Study is to be performed in accordance with IEEE “Recommended Practices for Protection and Coordination of Industrial and Commercial Power Systems,” Standard 242 (Buff Book).

8. Calculate the incident energy in accordance with IEEE 1584 “IEEE Guide for Performing Arc Flash Hazard Calculations.” The flash boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system where work could be performed on energized systems.

9. For each building, develop an Arc Flash Analysis report in accordance with IEEE 1584 “IEEE Guide for Performing Arc Flash Hazard Calculations.” The report shall quantify the hazard for selection of personal protective equipment (PPE). Tables that assume fault current levels and clearing time for proper PPE selection are not acceptable. The report is to be signed and stamped by a Registered Professional Electrical Engineer per IEEE 1584 requirements. The report shall include:

a. Report summary with analysis methodology, findings, and recommendations. Recommendations shall include suggestions to reduce high incident energy conditions that are found.

b. Revised single line diagram(s).

c. Short Circuit Study showing available fault current at each equipment location and a comparison with equipment rating.

d. Coordination Study with time-current curves (TCC) displayed on log-log scale graphs. Include on each TCC graph, a complete title and one-line diagram with legend identifying the specific portion of the system covered. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.

e. Incident energy and flash boundary calculations include:

- 1) Arcing fault magnitude
- 2) Protective device clearing time
- 3) Duration of an arc
- 4) Arc flash boundary
- 5) Working distance
- 6) Incident energy
- 7) Hazard risk category

10. For each building, provide Arc Flash Warning labels that are in accordance with ANSI Z-535. The labels shall include specific values calculated as a result of the Arc Flash Hazard Analysis. The labels must be

machine printed with no field markings. The labels must be readable in both indoor and outdoor environments for at least three years and contain the following information:

- a. Nominal voltage
- b. Arc flash boundary
- c. PPE category and description including glove rating
- d. Incident energy
- e. Working distance
- f. Voltage rating of the equipment
- g. Limited approach distance
- h. Restricted approach distance
- i. Prohibited approach distance
- j. Equipment designation and location
- k. Date prepared
- l. Arc flash study preparer's name and address

E. Contractor Services:

1. General: The Contractor shall provide all written Reports in conformance with the AOC Pre-Design Manual and the AOC Design Standards which will be provided at the Kick-Off Meeting.
2. Provide all necessary material, equipment, labor, and technical supervision to perform the arc flash hazard analysis.
3. After the contract is awarded and prior to the Kick-Off meeting, the Contractor shall prepare and submit all paper work for the AOC badges required by the Capitol Police for each of their employees. For contract scheduling purposes, allow 6 weeks for this process.
4. The Government will not provide permit parking for the Contractor's employees and their vehicles.
5. After the contract is awarded and prior to the Kick-Off Meeting, the Contractor shall provide a complete schedule of milestones of work to be performed for the Arc Flash Analysis for each building for approval by the Government. The schedule shall include: date field work is to be performed, date single line diagram(s) is to be submitted, date Short Circuit Study is to be submitted, date Coordination Study is to be submitted, date draft version of Arch Flash Hazard Analysis is to be submitted, and date final signed version of Arc Flash Hazard Analysis is to be submitted.
6. Kick-Off Meeting: The Contractor's Project Manager shall meet with the Contracting Officer's Technical Representative (COTR)/AOC Project Manager (PM) to review the work schedule, discuss computer programs to be used, and present samples of single line diagram(s), short circuit studies, coordination studies, and Hazard Analysis Studies (including sample arc flash labels).
7. Working Meetings: Prior to performing work on each building, the Contractor's Project Manager shall meet with the Contracting Officer's Technical Representative (COTR)/AOC Project Manager (PM) to verify all of the equipment to be surveyed during field work and to be included in the final report.
8. Provide Microstation CAD drawings of the revised single line diagram(s) for each building. Drawings shall be submitted as both hard copy and the Microstation CAD file on a CD. The single line diagram(s) for each individual building shall also be submitted again in its corresponding section in the report for each building.
9. Provide the Short Circuit Study for each building. The Short Circuit Study should be provided in both hard copy and a copy of the computer model on a CD. The Short Circuit Study for each building shall also be submitted again in its corresponding section in the report for each building.

10. Provide the Coordination Study for each building. The Coordination Study for each building shall also be submitted again in its corresponding section in the report for each building.

11. Review Meetings: After the completion of work on each building, provide a report on that building for review purposes. After Government review, the Contractor's Project Manager shall meet with the Contracting Officer's Technical Representative (COTR)/AOC Project Manager (PM) to review comments on the report format and presentation. The building's report shall be modified to incorporate the Government's comments and resubmitted for final review. The comments shall be incorporated into future reports.

12. Final Presentation Meeting: After all of the work has been completed, meet with the Contracting Officer's Technical Representative (COTR)/AOC Project Manager (PM) to discuss overall Arc Flash Analysis reports for the Capitol Complex.

F. Deliverables:

1. Deliverables shall be in accordance with the requirements set forth herein and in keeping with the best practices and professional industry standards.

2. When the revised single line diagram(s) is complete for each building, provide two hard copies and one copy of the Microstation CAD file on a CD for Government review.

3. When the Short Circuit Study is complete for each building, provide two hard copies and a copy of the generated computer program file on a CD.

4. When the Coordination Study is complete for each building, provide two hard copies and a copy of the generated computer program file on a CD.

5. When the Arc Flash Analysis is complete for each building, provide two copies as a review set.

6. After incorporating the Government's comments, provide five (5) bound hard copies of the final version of the Arc Flash Analysis. For each building, provide one CD (WordPerfect, Excel) of the final study report, one CD of the final version of the microstation CAD files of the single line diagram(s), and one CD of the final version of the generated computer programs for short circuit and coordination studies. Each copy of the final version of the Arc Flash Analysis shall include:

a. Arc Flash Report including incident energy calculations and recommendations.

b. Two hard copies of the revised single line diagram(s) for each building.

c. Two copies of the Short Circuit Study for each building.

d. Two copies of the Coordination Study for each building.

e. Two copies of the Arc Flash Labels

G. Submission Dates:

1. Initial Submission: 1 week following award
(AOC Badging Paperwork and Schedule)

2. Kick-Off Meeting: 7 weeks following award

3. Working Meeting: (Review equipment to be 8 weeks following award labeled)

4. Revised Single Line Diagram(s): 2 weeks after Working Meeting

5. Short Circuit Study: 2 weeks after receiving Government Comments

6. Coordination Study: 2 weeks after receiving Government Comments

7. Review Set of Arc Flash Study: 2 weeks after receiving Government Comments

8. Final Set of Arc Flash Study: 2 weeks after receiving Government Comments

Allow a three-week review period by the AOC for each submittal.

H. Contracting Officer's Technical Representative (COTR)/(PM): The AOC will provide the name, address and telephone number of the COTR/PM at the time of contract award and the duties thereby delegated to that person.

I. Formatting and Graphic Conventions:
Conform to requirements of the AOC Pre-Design Manual.

J. Date of Last Revision: February 12, 2008

Section D - Packaging and Marking

This page has been intentionally left blank.

Section E - Inspection and Acceptance

Sec. E 52.252-2

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

Clauses By Reference

| Clause | Title | Date |
|----------|-------------------------------------|------------|
| 52.246-4 | Inspection Of Services--Fixed Price | 11/08/2006 |

Section F - Deliveries and Performance

AOC52.211-4

Term of Contract (Jan 2007)

The term of the contract shall be 365 days from date of award. .

(End of clause)

52.242-15

Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.211-1

KEY PERSONNEL (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: _____

Title: _____ Telephone No. _____

Name: _____

Title: _____ Telephone No. _____

Name: _____

Title: _____ Telephone No. _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-2

Approval of Substitute Contractor Personnel (Jun 2004)

(a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.223-5

Special Security Requirements - Services (Jun 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
 - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
 - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.
- (j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-7

Special Security Clearance and Inspection Procedures (Jun 2004)

- (a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8

DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

- (a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.
- (b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.
- (c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.
- (d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:
 - (1) List of drivers;
 - (2) Date of birth for each driver;
 - (3) Social Security Number of each driver;
 - (4) Vehicle make;
 - (5) Vehicle model;

(6) License tag number and state where vehicle is licensed;

(7) Color of vehicle; and

(8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

AOC52.242-2

CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Section H - Special Contract Requirements

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Section I - Contract Clauses

52.222-42

Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

| Employee Class | Monetary Wage - Fringe Benefits |
|---------------------------|---------------------------------|
| Electrical Engineer GS:13 | \$54.93 |
| Electrical Engineer GS:12 | \$46.20 |
| Electrical Engineer GS:10 | \$35.09 |
| Electrician WG:11 | \$35.81 |
| | |
| | |

(End of clause)

52.232-18

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.243-7

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 90 days (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;

- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 90 days (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.246-20

Warranty of Services (May 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government

This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.247-2

Permits, Authorities, or Franchises (Jan 1997)

(a) The offeror does ____, does not ____, hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

AOC52.202-1

Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1

Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are

discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2

Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3

Officials Not to Benefit (Nov 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4

Dissemination of Contract Information (Nov 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5

Confidentiality Requirement (Nov 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.204-4

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.219-1

Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5

Collective Bargaining Agreements (Jun 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Ryan Kirkwood
Room H2-263
Second and D Streets, S.W.
Washington, DC 20515

(End of clause)

AOC52.223-1

Hazardous Material Identification and Material Safety Data - Supplement (Jun 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-2

Hazardous Material Identification and Material Safety Data (Jun 2004)

(a) Hazardous material includes any material defined as hazardous under the latest version of Federal Standard No. 313, including

revisions adopted during the term of this Purchase Order.

(b) Currently with delivery of materials/services required hereunder, the contractor shall submit for all material defined as hazardous by Federal Standard No. 313 a Material Safety Data Sheet (MSDS) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, whether or not the contractor is the actual manufacturer of these items. The contractor shall include a copy of the MSDS with the Packing List or other suitable shipping document with each shipment.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the contractor of any responsibility or liability for the safety of Government, contractor, or subcontractor personnel or property.

Nothing contained in this clause shall relieve the contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations, including the obtaining of licenses and permits in connection with hazardous materials.

(d) The Government's rights in data furnished under this Purchase Order with respect to hazardous materials are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to

(i) Apprise personnel of the hazards of which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose the data furnished under this clause in accordance with paragraph (d)(1) of this clause, in precedence over any other clause of this Purchase Order providing for rights in data.

(e) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

AOC52.223-4

Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9

Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.228-2

Insurance - Work on a Government Installation (Jul 2005)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4

Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

AOC52.232-2

Payments - Services (Mar 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and

(6) Amount by line item including quantity and unit pricing (see SCHEDULE OF ITEMS in Section B).

(b) Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6

Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:
 (202) 226-2552
 Facsimile:
 (202) 225-7321

(End of clause)

AOC52.232-7

Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-12

Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1

Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the

Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.233-2

Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4

Damages for Delay (Nov 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

52.252-2

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

Clauses By Reference

| Clause | Title | Date |
|-----------|---|------------|
| 52.202-1 | Definitions | 07/19/2004 |
| 52.203-3 | Gratuities | 11/08/2006 |
| 52.203-5 | Covenant Against Contingent Fees | 11/08/2006 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | 11/08/2006 |
| 52.215-2 | Audit and Records--Negotiation | 11/08/2006 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | 11/08/2006 |
| 52.222-26 | Equal Opportunity | 03/22/2007 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans | 11/08/2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | 11/08/2006 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | 11/08/2006 |
| 52.222-41 | Service Contract Act of 1965 (Nov 2007). | 11/07/2007 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | 11/22/2006 |
| 52.222-50 | Combating Trafficking in Persons (Aug 2007) | 08/17/2007 |
| 52.223-2 | 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007) | 12/07/2007 |
| 52.223-6 | Drug Free Workplace | 11/08/2006 |
| 52.229-3 | Federal, State And Local Taxes | 11/08/2006 |
| 52.232-11 | Extras | 11/08/2006 |
| 52.232-23 | Assignment Of Claims | 11/08/2006 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | 11/08/2006 |
| 52.242-13 | Bankruptcy | 11/08/2006 |
| 52.243-1 | Changes--Fixed Price | 11/08/2006 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | 09/01/1996 |

| Clause | Title | Date |
|----------|--|------------|
| 52.249-8 | Default (Fixed-Price Supply & Service) | 11/08/2006 |

Section J - List of Attachments

J.1

SECTION J

LIST OF ATTACHMENTS

| ATTACH. NUMBER | ATTACHMENT NAME |
|-------------------|-----------------|
|-------------------|-----------------|

| | |
|-----|---|
| J.1 | PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM |
|-----|---|

| | |
|-----|--|
| J.2 | REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only) |
|-----|--|

| | |
|-----|---|
| J.3 | WAGE RATES, DECISION NO. 2005-2103 (R-4), DATED 07/05/2007 |
|-----|---|

| | |
|-----|--------------------------------|
| J.4 | PAST PERFORMANCE QUESTIONNAIRE |
|-----|--------------------------------|

END OF SECTION J

Section K - Representations, Certifications and Other Statements of Offerors

52.203-2

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

__TIN: _____.

__TIN has been applied for.

__TIN is not required because:

__Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__Offeror is an agency or instrumentality of a foreign government;

__Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

__Sole proprietorship;

__Partnership;

__Corporate entity (not tax-exempt);

__Corporate entity (tax-exempt);

__Government entity (Federal, State, or local);

__Foreign government;

__International organization per 26 CFR 1.6049-4;

__Other _____.

(f) *Common parent.*

__Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

__Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.223-1

Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

AOC52.204-2

Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;

- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3

Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8

Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

(End of provision)

AOC52.219-2

Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is 221122 and the small business size standard is _____ (if this requirement is for manufacturing or trade) or \$ _____ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not

exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- ☐ Nonprofit organization (do not check any other box).
- ☐ Large business (do not check any other box).
- ☐ Foreign contractor (do not check any other box).
- ☐ State/local/Federal government agency (do not check any other box).
- ☐ Small business (see 13 CFR Part 121).
- ☐ HUBZone small business (see 13 CFR Part 126).
- ☐ Small disadvantaged business (see 13 CFR 124.1002).
- ☐ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- ☐ Veteran-owned small business (see 38 U.S.C. 101(2)).
- ☐ Women-owned small business.

(End of provision).

Section L - Instructions, Conditions and Notices to Offerors

L.1

ARTICLE L.1 PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "SUBMISSION OF OFFERS" of this section and submitted in the following number of copies:

- (1) Technical Proposal - One original and three (3) copies.
- (2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

L.2

ARTICLE L.2 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be subdivided into 5 subsections: Key Personnel, Corporate Experience and Expertise, Subcontractor Experience and Expertise, and Past Performance, Industry Recognized Computer Software Program; indexed by evaluation factor and contained in three ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily. Spiral binding is strongly discouraged.

(1) Evaluation Factor 1 - Key Personnel.

(i) The Offeror shall submit the name of the proposed Registered Professional Electrical Engineer.

(ii) The Offeror shall provide resumes for the key personnel. Resumes shall document recent and relevant experience within the past five years, shall be a maximum of four pages, and include the following information:

- (A) A list of projects/contracts and the level of involvement;
- (B) A list of five references who can provide appropriate feedback regarding the technical capabilities, including a contact name, company, address and current telephone number;
- (C) Position and years with the Offeror, and if less than 5 years with the offeror, position and years with previous employer;
- (D) Beginning and ending month and year for each position;

(2) Evaluation Factor 2 - Corporate Experience and Expertise. The Offeror shall provide a listing of 10 past arc flash hazard analysis/contracts of similar scope, size and complexity which involved similar tasks performed by the firm during the last five years. For each project/contract listed, provide the following:

- (i) From/To (Dates - Month/Year);

- (ii) Project/Contract Description;
- (iii) Client Agency;
- (iv) Technical Point of Contact;
- (v) Current Phone Number and facsimile Number for Point of Contact;
- (vi) Dollar Value of Contract or Task Order; and
- (vii) Relevance of Experience to This Project.

(3) Evaluation Factor 3 - Subcontractor Experience and Expertise. The Offeror shall identify each proposed speciality subcontractors. Each of the speciality subcontractors identified and proposed by the Offeror, shall provide a listing of past projects/contracts of similar scope, size and complexity and which involved similar tasks, performed by the firm during the last five years. For each project/contract listed, provide the following:

- (i) From/To (Dates - Month/Year);
- (ii) Project/Contract Description;
- (iii) Client Agency;
- (iv) Technical Point of Contact;
- (v) Current Phone Number and facsimile Number for Point of Contact;
- (vi) Dollar Value of Contract or Task Order;
- (vii) Relevance of Experience to This Project; and
- (viii) Photographs of the Completed Work.

(4) Evaluation Factor 4 - Past Performance. Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to each of the companies/agencies submitted by the offeror in response to Evaluation Factors 2, 3, and 4. The questionnaire(s) must be faxed by the companies/agencies to the attention of Ryan Kirkwood at (866) 837-6609 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Priced Service/Supply contract resulting from this solicitation.

(End of provision)

AOC52.204-5

Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Ryan Kirkwood, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Ryan Kirkwood to (202) 226-1947 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to rkirkwoo@aoe.gov or via facsimile to (866) 837-6609.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

AOC52.215-6

Preparation of Proposals (May 2007)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 18 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

AOC52.237-1 Alt I

AOC52.237-1 Site Visit (May 2005) Alternate I (Jan 2007)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) A pre-proposal meeting will be conducted at the H2-547A located at Ford House Office Building 2nd & D St. SW Washington DC 20515 for all prospective offerors on May 02, 2008 at 9:00am local time. Information concerning the pre-proposal meeting may be obtained by contacting Ryan Kirkwood at (202) 226-1947.

(End of provision)

Section M - Evaluation Factors for Award

M.1

ARTICLE M.1 PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL and the article entitled INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) TECHNICAL CRITERIA. Each offeror's proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

(1) Key Personnel. The resume of your proposed Registered Professional Electrical Engineer will be evaluated to determine the level of his/her qualifications to perform the duties required by this solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training and skills. The resumes will also be evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose key personnel's relevant experience is extensive and whose past performance has been highly successful.

(2) Corporate Experience and Expertise. The offeror's experience and Expertise relevant to the requirement will be evaluated to determine the extent of its experience during the last five years. Higher scores will be given to offerors whose experience is most extensive in performing Arc Flash/electrical distribution equipment analysis and labeling and similar tasks specified for this requirement.

(3) Subcontractor Experience and Expertise. The offeror's experience and Expertise relevant to the requirement will be evaluated to determine the extent of its experience during the last five years. Higher scores will be given to offerors whose experience is most extensive in performing Arc Flash/electrical distribution equipment analysis and labeling and similar tasks specified for this requirement.

(4) Past Performance. The offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(c) PRICE CRITERIA. The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measure not only actual dollars but also analyze the reasonableness of the Offeror's proposed price and its position in the range of all prices.

AOC52.215-5

Contract Award - Source Selection Procedures (Jun 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may

(1) Reject any or all offers if such action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

52.252-1 Sec. M

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arinet.gov

(End of provision)

Clauses By Reference

| Clause | Title | Date |
|----------|---|------------|
| 52.217-4 | Evaluation Of Options Exercised At The Time Of Contract Award | 11/08/2006 |

ATTACHMENTS

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

ARCHITECT OF THE CAPITOL

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

01-00-0001

ACH FORMAT:

☐ CCD +

☐ CTX

ADDRESS:

2ND & D STS., SW, FORD HOUSE OFFICE BUILDING

WASHINGTON, DC 20024

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

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AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. *Name:* (Last, First, Middle) _____ *Address:*
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. *Other Names Ever Used:* (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) _____

3. *Date of Birth:* (Month, Day, Year) _____ 4. *Birthplace:* (City and State or Country) _____

5. *Social Security Number:* _____ 6. *Gender:*
Male Female

7. *Race:* _____ 8. *Height:* _____ 9. *Weight:* _____ 10. *Eye Color:* _____ 11. *Hair Color:* _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. *Signature:* _____ 13. *Date:* _____

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2103

William W.Gross Division of | Revision No.: 4

Director Wage Determinations| Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St

Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King

George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|-------------------------|-------------------|
|-------------------------|-------------------|

01000 - Administrative Support And Clerical Occupations

| | |
|----------------------------|-------|
| 01011 - Accounting Clerk I | 13.79 |
|----------------------------|-------|

| | |
|-----------------------------|-------|
| 01012 - Accounting Clerk II | 15.49 |
|-----------------------------|-------|

| | |
|------------------------------|-------|
| 01013 - Accounting Clerk III | 18.43 |
|------------------------------|-------|

| | |
|----------------------------------|-------|
| 01020 - Administrative Assistant | 23.59 |
|----------------------------------|-------|

| | |
|------------------------|-------|
| 01040 - Court Reporter | 18.43 |
|------------------------|-------|

| | |
|-------------------------------|-------|
| 01051 - Data Entry Operator I | 12.67 |
|-------------------------------|-------|

| | |
|--------------------------------|-------|
| 01052 - Data Entry Operator II | 13.82 |
|--------------------------------|-------|

| | |
|-----------------------------------|-------|
| 01060 - Dispatcher, Motor Vehicle | 16.50 |
|-----------------------------------|-------|

| | |
|------------------------------------|-------|
| 01070 - Document Preparation Clerk | 13.29 |
|------------------------------------|-------|

| | |
|--------------------------------------|-------|
| 01090 - Duplicating Machine Operator | 13.29 |
|--------------------------------------|-------|

| | |
|-------------------------|-------|
| 01111 - General Clerk I | 13.72 |
|-------------------------|-------|

| | |
|--------------------------|-------|
| 01112 - General Clerk II | 15.32 |
|--------------------------|-------|

| | |
|---------------------------|-------|
| 01113 - General Clerk III | 18.74 |
|---------------------------|-------|

| | |
|------------------------------------|-------|
| 01120 - Housing Referral Assistant | 21.66 |
|------------------------------------|-------|

| | |
|---------------------------|-------|
| 01141 - Messenger Courier | 10.23 |
|---------------------------|-------|

| | |
|-----------------------|-------|
| 01191 - Order Clerk I | 14.74 |
|-----------------------|-------|

| | |
|------------------------|-------|
| 01192 - Order Clerk II | 16.29 |
|------------------------|-------|

| | |
|--|-------|
| 01261 - Personnel Assistant (Employment) I | 15.60 |
|--|-------|

| | |
|---|-------|
| 01262 - Personnel Assistant (Employment) II | 18.43 |
|---|-------|

| | |
|--|-------|
| 01263 - Personnel Assistant (Employment) III | 21.66 |
|--|-------|

| | |
|----------------------------------|-------|
| 01270 - Production Control Clerk | 21.29 |
|----------------------------------|-------|

| | |
|--|-------|
| 01280 - Receptionist | 12.72 |
| 01290 - Rental Clerk | 15.60 |
| 01300 - Scheduler, Maintenance | 15.60 |
| 01311 - Secretary I | 17.03 |
| 01312 - Secretary II | 18.39 |
| 01313 - Secretary III | 21.66 |
| 01320 - Service Order Dispatcher | 15.82 |
| 01410 - Supply Technician | 23.59 |
| 01420 - Survey Worker | 18.43 |
| 01531 - Travel Clerk I | 12.07 |
| 01532 - Travel Clerk II | 13.01 |
| 01533 - Travel Clerk III | 13.99 |
| 01611 - Word Processor I | 13.76 |
| 01612 - Word Processor II | 15.60 |
| 01613 - Word Processor III | 18.43 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 21.37 |
| 05040 - Automotive Glass Installer | 20.14 |
| 05070 - Automotive Worker | 20.14 |
| 05110 - Mobile Equipment Servicer | 17.31 |
| 05130 - Motor Equipment Metal Mechanic | 22.53 |
| 05160 - Motor Equipment Metal Worker | 20.14 |
| 05190 - Motor Vehicle Mechanic | 22.53 |
| 05220 - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker | 19.66 |
| 05280 - Motor Vehicle Wrecker | 20.14 |
| 05310 - Painter, Automotive | 21.37 |
| 05340 - Radiator Repair Specialist | 20.14 |
| 05370 - Tire Repairer | 14.43 |
| 05400 - Transmission Repair Specialist | 22.53 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.18 |
| 07041 - Cook I | 11.97 |
| 07042 - Cook II | 13.28 |
| 07070 - Dishwasher | 9.76 |
| 07130 - Food Service Worker | 10.25 |
| 07210 - Meat Cutter | 16.07 |
| 07260 - Waiter/Waitress | 8.59 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.78 |
| 09080 - Furniture Refinisher | 18.39 |
| 09090 - Furniture Refinisher Helper | 14.11 |
| 09110 - Furniture Repairer, Minor | 16.31 |
| 09130 - Upholsterer | 18.05 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.67 |
| 11060 - Elevator Operator | 9.79 |
| 11090 - Gardener | 15.70 |

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|--|-------|
| 11122 - Housekeeping Aide | 10.89 |
| 11150 - Janitor | 10.89 |
| 11210 - Laborer, Grounds Maintenance | 12.07 |
| 11240 - Maid or Houseman | 10.84 |
| 11260 - Pruner | 11.37 |
| 11270 - Tractor Operator | 14.19 |
| 11330 - Trail Maintenance Worker | 12.07 |
| 11360 - Window Cleaner | 11.31 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.06 |
| 12011 - Breath Alcohol Technician | 17.67 |
| 12012 - Certified Occupational Therapist Assistant | 20.31 |
| 12015 - Certified Physical Therapist Assistant | 19.99 |
| 12020 - Dental Assistant | 16.90 |
| 12025 - Dental Hygienist | 40.68 |
| 12030 - EKG Technician | 24.34 |
| 12035 - Electroneurodiagnostic Technologist | 24.34 |
| 12040 - Emergency Medical Technician | 17.67 |
| 12071 - Licensed Practical Nurse I | 18.60 |
| 12072 - Licensed Practical Nurse II | 20.82 |
| 12073 - Licensed Practical Nurse III | 21.79 |
| 12100 - Medical Assistant | 14.23 |
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 14.96 |
| 12190 - Medical Record Technician | 16.67 |
| 12195 - Medical Transcriptionist | 16.46 |
| 12210 - Nuclear Medicine Technologist | 28.93 |
| 12221 - Nursing Assistant I | 9.75 |
| 12222 - Nursing Assistant II | 10.96 |
| 12223 - Nursing Assistant III | 12.99 |
| 12224 - Nursing Assistant IV | 14.58 |
| 12235 - Optical Dispenser | 16.67 |
| 12236 - Optical Technician | 14.41 |
| 12250 - Pharmacy Technician | 15.75 |
| 12280 - Phlebotomist | 14.58 |
| 12305 - Radiologic Technologist | 27.61 |
| 12311 - Registered Nurse I | 24.92 |
| 12312 - Registered Nurse II | 31.22 |
| 12313 - Registered Nurse II, Specialist | 31.22 |
| 12314 - Registered Nurse III | 37.77 |
| 12315 - Registered Nurse III, Anesthetist | 37.77 |
| 12316 - Registered Nurse IV | 45.28 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 18.55 |
| 13012 - Exhibits Specialist II | 23.33 |
| 13013 - Exhibits Specialist III | 28.11 |
| 13041 - Illustrator I | 18.73 |
| 13042 - Illustrator II | 23.42 |
| 13043 - Illustrator III | 28.82 |

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|---|-------|-------|
| 13047 - Librarian | 25.45 | |
| 13050 - Library Aide/Clerk | 12.52 | |
| 13054 - Library Information Technology Systems Administrator | | 22.99 |
| 13058 - Library Technician | 17.88 | |
| 13061 - Media Specialist I | 16.58 | |
| 13062 - Media Specialist II | 18.55 | |
| 13063 - Media Specialist III | 20.68 | |
| 13071 - Photographer I | 14.67 | |
| 13072 - Photographer II | 17.18 | |
| 13073 - Photographer III | 21.52 | |
| 13074 - Photographer IV | 26.05 | |
| 13075 - Photographer V | 29.15 | |
| 13110 - Video Teleconference Technician | 16.58 | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 16.72 | |
| 14042 - Computer Operator II | 18.71 | |
| 14043 - Computer Operator III | 20.86 | |
| 14044 - Computer Operator IV | 23.18 | |
| 14045 - Computer Operator V | 25.66 | |
| 14071 - Computer Programmer I (1) | 21.60 | |
| 14072 - Computer Programmer II (1) | 26.37 | |
| 14073 - Computer Programmer III (1) | 27.62 | |
| 14074 - Computer Programmer IV (1) | 27.62 | |
| 14101 - Computer Systems Analyst I (1) | 27.62 | |
| 14102 - Computer Systems Analyst II (1) | 27.62 | |
| 14103 - Computer Systems Analyst III (1) | 27.62 | |
| 14150 - Peripheral Equipment Operator | 16.72 | |
| 14160 - Personal Computer Support Technician | 23.18 | |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 34.39 | |
| 15020 - Aircrew Training Devices Instructor (Rated) | 42.72 | |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 50.66 | |
| 15050 - Computer Based Training Specialist / Instructor | 31.26 | |
| 15060 - Educational Technologist | 29.09 | |
| 15070 - Flight Instructor (Pilot) | 50.66 | |
| 15080 - Graphic Artist | 24.95 | |
| 15090 - Technical Instructor | 23.87 | |
| 15095 - Technical Instructor/Course Developer | 29.19 | |
| 15110 - Test Proctor | 19.04 | |
| 15120 - Tutor | 19.04 | |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | 8.95 | |
| 16030 - Counter Attendant | 8.95 | |
| 16040 - Dry Cleaner | 12.21 | |
| 16070 - Finisher, Flatwork, Machine | 8.95 | |
| 16090 - Presser, Hand | 8.95 | |
| 16110 - Presser, Machine, Drycleaning | 8.95 | |
| 16130 - Presser, Machine, Shirts | 8.95 | |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.95 | |
| 16190 - Sewing Machine Operator | 12.30 | |

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|---|-------|--|
| 16220 - Tailor | 13.01 | |
| 16250 - Washer, Machine | 9.81 | |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.95 | |
| 19040 - Tool And Die Maker | 23.05 | |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | 17.26 | |
| 21030 - Material Coordinator | 21.29 | |
| 21040 - Material Expediter | 21.29 | |
| 21050 - Material Handling Laborer | 12.65 | |
| 21071 - Order Filler | 13.21 | |
| 21080 - Production Line Worker (Food Processing) | 17.28 | |
| 21110 - Shipping Packer | 14.46 | |
| 21130 - Shipping/Receiving Clerk | 14.46 | |
| 21140 - Store Worker I | 10.44 | |
| 21150 - Stock Clerk | 14.35 | |
| 21210 - Tools And Parts Attendant | 17.26 | |
| 21410 - Warehouse Specialist | 17.26 | |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | 25.68 | |
| 23021 - Aircraft Mechanic I | 24.46 | |
| 23022 - Aircraft Mechanic II | 25.68 | |
| 23023 - Aircraft Mechanic III | 26.97 | |
| 23040 - Aircraft Mechanic Helper | 16.61 | |
| 23050 - Aircraft, Painter | 23.42 | |
| 23060 - Aircraft Servicer | 18.71 | |
| 23080 - Aircraft Worker | 19.90 | |
| 23110 - Appliance Mechanic | 20.60 | |
| 23120 - Bicycle Repairer | 14.43 | |
| 23125 - Cable Splicer | 24.98 | |
| 23130 - Carpenter, Maintenance | 20.36 | |
| 23140 - Carpet Layer | 18.70 | |
| 23160 - Electrician, Maintenance | 25.37 | |
| 23181 - Electronics Technician Maintenance I | 22.08 | |
| 23182 - Electronics Technician Maintenance II | 23.44 | |
| 23183 - Electronics Technician Maintenance III | 24.70 | |
| 23260 - Fabric Worker | 17.90 | |
| 23290 - Fire Alarm System Mechanic | 21.46 | |
| 23310 - Fire Extinguisher Repairer | 16.50 | |
| 23311 - Fuel Distribution System Mechanic | 22.81 | |
| 23312 - Fuel Distribution System Operator | 19.38 | |
| 23370 - General Maintenance Worker | 20.91 | |
| 23380 - Ground Support Equipment Mechanic | 24.46 | |
| 23381 - Ground Support Equipment Servicer | 18.71 | |
| 23382 - Ground Support Equipment Worker | 19.90 | |
| 23391 - Gunsmith I | 16.50 | |
| 23392 - Gunsmith II | 19.18 | |
| 23393 - Gunsmith III | 21.46 | |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.96 | |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | | |

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|---|-------|-------|
| 23.13 | | |
| 23430 - Heavy Equipment Mechanic | 21.46 | |
| 23440 - Heavy Equipment Operator | 21.46 | |
| 23460 - Instrument Mechanic | 21.46 | |
| 23465 - Laboratory/Shelter Mechanic | 20.36 | |
| 23470 - Laborer | 14.27 | |
| 23510 - Locksmith | 19.76 | |
| 23530 - Machinery Maintenance Mechanic | 21.77 | |
| 23550 - Machinist, Maintenance | 21.52 | |
| 23580 - Maintenance Trades Helper | 15.10 | |
| 23591 - Metrology Technician I | 21.46 | |
| 23592 - Metrology Technician II | 22.61 | |
| 23593 - Metrology Technician III | 23.72 | |
| 23640 - Millwright | 23.30 | |
| 23710 - Office Appliance Repairer | 21.00 | |
| 23760 - Painter, Maintenance | 20.36 | |
| 23790 - Pipefitter, Maintenance | 22.76 | |
| 23810 - Plumber, Maintenance | 20.99 | |
| 23820 - Pneudraulic Systems Mechanic | 21.46 | |
| 23850 - Rigger | 21.46 | |
| 23870 - Scale Mechanic | 19.18 | |
| 23890 - Sheet-Metal Worker, Maintenance | 21.46 | |
| 23910 - Small Engine Mechanic | 20.05 | |
| 23931 - Telecommunications Mechanic I | 25.22 | |
| 23932 - Telecommunications Mechanic II | 26.58 | |
| 23950 - Telephone Lineman | 24.43 | |
| 23960 - Welder, Combination, Maintenance | 21.46 | |
| 23965 - Well Driller | 21.46 | |
| 23970 - Woodcraft Worker | 21.46 | |
| 23980 - Woodworker | 16.50 | |
| 24000 - Personal Needs Occupations | | |
| 24570 - Child Care Attendant | 11.58 | |
| 24580 - Child Care Center Clerk | 16.15 | |
| 24610 - Chore Aide | 9.58 | |
| 24620 - Family Readiness And Support Services Coordinator | | 12.95 |
| 24630 - Homemaker | 16.75 | |
| 25000 - Plant And System Operations Occupations | | |
| 25010 - Boiler Tender | 24.98 | |
| 25040 - Sewage Plant Operator | 20.23 | |
| 25070 - Stationary Engineer | 24.98 | |
| 25190 - Ventilation Equipment Tender | 17.56 | |
| 25210 - Water Treatment Plant Operator | 20.23 | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | 17.66 | |
| 27007 - Baggage Inspector | 11.51 | |
| 27008 - Corrections Officer | 19.83 | |
| 27010 - Court Security Officer | 23.26 | |
| 27030 - Detection Dog Handler | 17.66 | |
| 27040 - Detention Officer | 19.83 | |
| 27070 - Firefighter | 22.39 | |

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| 27101 - Guard I | 11.51 | |
| 27102 - Guard II | 17.66 | |
| 27131 - Police Officer I | 23.94 | |
| 27132 - Police Officer II | 26.60 | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | 12.35 | |
| 28042 - Carnival Equipment Repairer | 13.30 | |
| 28043 - Carnival Equipment Worker | 8.40 | |
| 28210 - Gate Attendant/Gate Tender | 13.01 | |
| 28310 - Lifeguard | 11.59 | |
| 28350 - Park Attendant (Aide) | 14.56 | |
| 28510 - Recreation Aide/Health Facility Attendant | 10.62 | |
| 28515 - Recreation Specialist | 18.04 | |
| 28630 - Sports Official | 11.59 | |
| 28690 - Swimming Pool Operator | 16.85 | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | 20.55 | |
| 29020 - Hatch Tender | 20.55 | |
| 29030 - Line Handler | 20.55 | |
| 29041 - Stevedore I | 19.18 | |
| 29042 - Stevedore II | 21.64 | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 34.71 | |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 23.94 | |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 26.36 | |
| 30021 - Archeological Technician I | 17.06 | |
| 30022 - Archeological Technician II | 19.03 | |
| 30023 - Archeological Technician III | 23.76 | |
| 30030 - Cartographic Technician | 24.85 | |
| 30040 - Civil Engineering Technician | 22.19 | |
| 30061 - Drafter/CAD Operator I | 17.92 | |
| 30062 - Drafter/CAD Operator II | 20.06 | |
| 30063 - Drafter/CAD Operator III | 22.36 | |
| 30064 - Drafter/CAD Operator IV | 27.51 | |
| 30081 - Engineering Technician I | 20.19 | |
| 30082 - Engineering Technician II | 22.67 | |
| 30083 - Engineering Technician III | 25.37 | |
| 30084 - Engineering Technician IV | 31.43 | |
| 30085 - Engineering Technician V | 38.44 | |
| 30086 - Engineering Technician VI | 46.51 | |
| 30090 - Environmental Technician | 21.36 | |
| 30210 - Laboratory Technician | 22.36 | |
| 30240 - Mathematical Technician | 26.31 | |
| 30361 - Paralegal/Legal Assistant I | 20.03 | |
| 30362 - Paralegal/Legal Assistant II | 24.82 | |
| 30363 - Paralegal/Legal Assistant III | 30.35 | |
| 30364 - Paralegal/Legal Assistant IV | 36.73 | |
| 30390 - Photo-Optics Technician | 24.85 | |
| 30461 - Technical Writer I | 20.69 | |
| 30462 - Technical Writer II | 25.30 | |

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|--|-------|--|
| 30463 - Technical Writer III | 30.61 | |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.06 | |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26.69 | |
| 30493 - Unexploded Ordnance (UXO) Technician III | 31.99 | |
| 30494 - Unexploded (UXO) Safety Escort | 22.06 | |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.06 | |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 22.14 | |
| 30621 - Weather Observer, Senior (2) | 23.98 | |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | 11.99 | |
| 31030 - Bus Driver | 17.54 | |
| 31043 - Driver Courier | 12.71 | |
| 31260 - Parking and Lot Attendant | 9.06 | |
| 31290 - Shuttle Bus Driver | 13.89 | |
| 31310 - Taxi Driver | 13.98 | |
| 31361 - Truckdriver, Light | 13.89 | |
| 31362 - Truckdriver, Medium | 17.09 | |
| 31363 - Truckdriver, Heavy | 18.40 | |
| 31364 - Truckdriver, Tractor-Trailer | 18.40 | |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | 10.03 | |
| 99050 - Desk Clerk | 10.45 | |
| 99095 - Embalmer | 21.77 | |
| 99251 - Laboratory Animal Caretaker I | 10.47 | |
| 99252 - Laboratory Animal Caretaker II | 10.85 | |
| 99310 - Mortician | 27.25 | |
| 99410 - Pest Controller | 14.54 | |
| 99510 - Photofinishing Worker | 11.59 | |
| 99710 - Recycling Laborer | 15.73 | |
| 99711 - Recycling Specialist | 18.72 | |
| 99730 - Refuse Collector | 14.01 | |
| 99810 - Sales Clerk | 11.87 | |
| 99820 - School Crossing Guard | 11.37 | |
| 99830 - Survey Party Chief | 19.76 | |
| 99831 - Surveying Aide | 12.28 | |
| 99832 - Surveying Technician | 18.78 | |
| 99840 - Vending Machine Attendant | 12.61 | |
| 99841 - Vending Machine Repairer | 16.37 | |
| 99842 - Vending Machine Repairer Helper | 12.61 | |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

U.S CAPITOL COMPLEX BUILDING ARC FLASH ANALYSIS AND LABLES

**PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER AOC RFP 080020**

The contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Upon completion, please fax this form to: (866) 837-6609, Attn: Ryan Kirkwood .

Past Project Information:

1. Contractor (Prime): _____
2. Project Title : _____
1. Name: Agency/Company, POC _____ Date: _____
2. Phone No.: () - Fax No. () - _____
3. Address: _____
4. Position held or function in relation to project: _____

Ratings: Please evaluate the contractor's performance using the following ratings:

- | | |
|--------------------|---|
| “O” Outstanding | The contractor's performance clearly exceeded the contract requirements. |
| “S” Satisfactory | The contractor's performance met the contract requirements. |
| “M” Marginal | The contractor's performance met the minimum contract requirements but with difficulty. |
| “U” Unsatisfactory | The contractor's performance was poor and/or did not satisfy contract requirements. |

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed)

1. The relationship between the contractor and owner's contract team/Contracting Officer/COR?.

_____ **Rating:** _____

2. The contractor's on-site management and coordination of subcontractors.

_____ **Rating:** _____

3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

_____ **Rating:** _____

4. Performance in meeting delivery/completion schedules: _____

_____ **Rating:** _____

5. What did the contractor do to improve schedule problems, if any? _____

_____ **Rating:** _____

6. The contractor's quality control (CQC).

_____ **Rating:** _____

7. The contractor's performance in delivering quality work in accordance with the contract:

Rating: _____

8. The contractor's ability to provide the required work at a reasonable total price.

Rating: _____

9. The contractor's compliance with labor standards, if applicable..

Rating: _____

10. The contractor's compliance with safety standards.

Rating: _____

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

Rating: _____

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____

Rating: _____

13. Was the customer satisfied with the end product? _____

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results? _____

15. Has the contractor filed any claims? _____ How many? _____
and to what extent? _____

Claims outstanding/why? _____

16. **OVERALL RATING**

Rating: _____

17. Please provide any additional comments: _____

NAME/TITLE: _____

AGENCY/COMPANY: _____

PHONE NUMBER: _____ DATE: _____